



**ELECTION INSPECTOR PAYROLL PROCESSING**

**REQUEST FOR PROPOSAL #119680**

Issued: February 21, 2012

PURCHASING BUREAU CONTACT: Roslyn K. Phillips, Purchaser, (585) 428-7042

**PROPOSALS ARE DUE BY 11:00 on Wednesday, February 29, 2012.**

**Sealed proposals are to be returned to the Office of the Purchasing Agent, City Hall, 30 Church St., Room 105A, Rochester, NY 14614**

Type of Contract: TERM CONTRACT, ONE YEAR

Samples Requirement: UPON REQUEST

Descriptive Literature/Technical Data Requirement: PER SPECIFICATIONS

**VENDORS:** Please note that prices, company identification and authorized signature are to be entered on the Proposal which appears at the end of the specifications.





## ELECTION INSPECTOR PAYROLL PROCESSING

### 1. SCOPE

The intent of this specification is to secure a professional services agreement with a contractor to provide Election Inspector Payroll Processing Services for the City of Rochester in 2012.

### 2. SPECIFICATIONS

- 2.1 Currently, the City of Rochester produces paychecks for Election Inspectors working in Monroe County. Between two and four elections are held annually; approximately 800 to 1,000 individuals are compensated each election. A small percentage of Election Inspectors are existing City employees. Approximately 20% of the individuals compensated will be different from payroll to payroll.
- 2.2 Tax Law indicates that the City is obligated to produce 1099s for all Election Inspectors earning more than \$600 in any given year. This will become the responsibility of the contracted vendor.
- 2.3 The majority of Election Inspectors do not exceed the \$600 tax ceiling in any given calendar year. It is expected that the total number of 1099s will be fewer than 50 in most years; however, in 2012 there may be several hundred due to the possibility of a fourth election.
- 2.4 The vendor will be required to generate and return to the City all paychecks without postage, but otherwise ready for mailing (inserted in envelopes and sealed), within thirty days of the election as required by the law (timesheets will typically be provided to the Vendor no more than two weeks after the election is held). Vendor must also provide to the City with each payroll a register report including names, Social Security numbers, payment amounts, and check numbers.
- 2.5 The vendor will be required, from two to four times during 2012, to accept 800-1000 hard copy completed and verified Election Inspector timesheets from the City (example attached) indicating Inspector name, Social Security number, address, hours worked, and amount to be paid.
- 2.6 At year end, the vendor shall provide the City with a report of all earnings and 1099s generated by January 31<sup>st</sup> of the following year.
- 2.7 Upon request of the City the vendor will be required to provide phone and email support, reprint current or past year 1099s, and stop payments and provide replacement checks.
- 2.8 Check Issuance Procedures. Vendor shall describe the controls and procedures for check issuance and the method used for funding, fraud prevention and stop payments. The City of Rochester issues checks drawn on its account with JPMorgan Chase and utilizes positive pay with payee verification.



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- 2.9 Note any exceptions or qualifications to the specifications in your response. If no exceptions are noted, vendor quote is assumed to fully include all requirements.
- 2.10 The target date for implementation is the first Election Payroll of the current year, tentatively scheduled for April 2012. Vendor must certify that they can provide these services any time from April 2012 on. Indicate with your proposal what is the minimum notification lead time required from the City.
- 2.11 Because of potential issues with incorrect checks (i.e. wrong addresses, etc.), a re-print of someone's check may become necessary, therefore the vendor must have a facility that can provide immediate response to the City's need.
- 2.12 Upon request of the City, the vendor must provide satisfactory evidence that the vendor has experience in payroll processing as outlined in this specification, as a routine part of their business. Example of work and references may be required.
- 2.13 Vendors should submit a comprehensive proposal that addresses the City's requirements as stated in this RFP, services provided by the vendor and other information the vendor believes is important for the City to consider in its evaluation of proposals. Prices shall be submitted on the attached Proposal form. Other vendor information shall be included as a separate attachment.

### **3. PRICING**

- 3.1 Prices quoted on the proposal page shall be the per-person/per-payroll cost.
- 3.2 Include all costs in price quote; no additional charges may be added once a contract has been issued.

### **4. DELIVERY**

Delivery shall be FOB destination to the City Clerk's office.

### **5. CONTRACT PERIOD**

This contract shall begin on date of award and end on February 28, 2013.

### **6. BASIS OF AWARD**

This is a professional services contract; therefore, the City reserves the right to award the contract to that vendor who provides the best combination of price and service to the City as requested in this RFP. Price shall be the primary but not the sole factor. The City reserves the right to make an award based upon what it believes to be in its best interests in meeting its needs.

### **7. PROFESSIONAL SERVICE AGREEMENT**

The successful vendor will be required to enter into a Professional Services Agreement (PSA) with the City of Rochester. A sample form PSA is attached as Appendix B.



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### PROPOSAL

The undersigned vendor hereby agrees to furnish the goods or services specified, and to otherwise fully meet all terms, conditions, and specifications contained in this Request for Proposals without exception unless exceptions are clearly noted in this proposal.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
1.	2-4 Election Inspector Payrolls Annually	Per Person/Per Payroll	\$ _____
2.	Generate 1099 forms	Per 1099 Form	\$ _____
3.	Stop payment/reprint checks	Per Reprint	\$ _____
4.	Reprint prior year 1099 forms	Per Reprint	\$ _____
5.	Any other charges, per person:		
	Define. Put as many lines as needed:		
	_____		\$ _____
	_____		\$ _____

MINIMUM LEAD TIME FOR NOTIFATION OF PAYROLL: \_\_\_\_\_

EXCEPTIONS TO THE SPECIFICATION

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\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Typed Name and Title of Authorized Signer

\_\_\_\_\_  
Typed Name of Company



**ELECTION INSPECTOR PAYROLL PROCESSING**

**P R O P O S A L**

PRINT OR TYPE THE FOLLOWING INFORMATION:

\_\_\_\_\_  
Name of Firm or Corporation

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Telephone / Fax No. Federal Employer Identification No.

\_\_\_\_\_  
E-mail Address of Recipient of Contract Awards and Extensions

\_\_\_\_\_  
Date

\*\*\*\*\*

ACCEPTED ON BEHALF OF THE CITY OF ROCHESTER FOR:

\_\_\_\_\_

Contract Term:\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_



# ELECTION INSPECTOR PAYROLL PROCESSING

## APPENDIX A

### EXAMPLE



# ELECTION INSPECTOR PAYROLL PROCESSING



**City of Rochester  
City Clerk's Office  
PRIMARY ELECTION  
PAYROLL FORM**

**ELECTION INSPECTOR: Complete the following and return with your supplies – PRINT LEGIBLY!**

**PARTY ENROLLMENT**  
(circle one)  
**D      R**

Social Security No.

[ ]	[ ]	[ ]	-	[ ]	[ ]	-	[ ]	[ ]	[ ]
-----	-----	-----	---	-----	-----	---	-----	-----	-----

Last Name

[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]
-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----

First Name

[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]
-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----

M.I.

[ ]
-----

Number

[ ]	[ ]	[ ]	[ ]	[ ]
-----	-----	-----	-----	-----

Street (include the entire street name)

[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]
-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----

Apt. No.

[ ]	[ ]	[ ]	[ ]	[ ]	[ ]
-----	-----	-----	-----	-----	-----

City/Town

[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]
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Zip Code

[ ]	[ ]	[ ]	[ ]	[ ]	[ ]
-----	-----	-----	-----	-----	-----

Telephone Number

[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	-	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]
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## Payroll Summary

### SERVICES PERFORMED

- 1) Hours worked: \_\_\_\_\_
- 2) I served as Chairperson of the election today:  
(Circle one)    YES    NO

### OFFICE USE ONLY

- 1) \$ 

[ ]	[ ]	[ ]
-----	-----	-----

[ ]	[ ]
-----	-----
- 2) 

[ ]	[ ]
-----	-----

[ ]	[ ]
-----	-----

\$ 

[ ]	[ ]	[ ]
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[ ]	[ ]
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(Total Gross)

## Certifications

**Election Inspector's Certification:** I hereby certify that the items of said claim are in all respects correct, that the disbursements and services therein charged have been in fact made and rendered, and that no part thereof has been paid or satisfied and that the sum is now due and owing.

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Chairperson's Certification:** I hereby certify that the inspector named above has worked as an inspector for the hours named.

Signature \_\_\_\_\_

Date \_\_\_\_\_



## **ELECTION INSPECTOR PAYROLL PROCESSING**

### **APPENDIX B**

#### **SAMPLE PROFESSIONAL SERVICE AGREEMENT**



# ELECTION INSPECTOR PAYROLL PROCESSING

## AGREEMENT FOR PROFESSIONAL SERVICES

**THIS AGREEMENT**, is made this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_, by and between the **CITY OF ROCHESTER**, a municipal corporation having its principal office located at City Hall, 30 Church Street, Rochester, New York 14614, hereinafter referred to as the "City" and \_\_\_\_\_, with offices located at \_\_\_\_\_, Rochester, N.Y. 14\_\_\_\_, hereinafter referred to as the "Consultant".

### WITNESSETH:

**WHEREAS**, the City desires to secure the professional services of a Consultant to provide services required for \_\_\_\_\_, hereinafter referred to as the "Project", and,

**WHEREAS**, the Consultant has the necessary equipment, personnel and expertise to perform the Project.

**NOW THEREFORE**, in consideration of the terms and conditions contained herein, the parties do covenant and agree as follows:

### **SECTION 1.      DESCRIPTION OF CONSULTANT'S SERVICES**

A. The Consultant shall, upon receipt of Notice to Proceed, or upon the commencement date specified in Section 2 hereof, whichever is earlier, perform in a professional and workmanlike manner to the reasonable satisfaction of the City, all of the services required below or reasonably required in order to carry out the services set forth herein:

B. Except as otherwise specified in this Agreement, all equipment, materials and supplies required to carry out the provisions of this Agreement and to perform the services described above shall be furnished by the Consultant and shall be fit for their purpose to the reasonable satisfaction of the City.

### **SECTION 2.      TERM**

The services required of the Consultant pursuant to this Agreement shall commence on \_\_\_\_\_ and shall terminate on \_\_\_\_\_.

### **SECTION 3.      FEE**

A. The City agrees to pay and the Consultant agrees to accept as full payment for the work and services performed pursuant to this Agreement, the following payable in the following manner:

1.      **(describe payment as being either a lump sum payment or a phased payment, e.g., monthly, quarterly, upon completion of tasks etc.)**

B. The total fee payable by the City pursuant to this Agreement, including all costs and disbursements whatsoever shall not exceed the sum of \_\_\_\_\_ Dollars



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( \$ ). No payment shall be made except upon the submission of duly executed vouchers upon forms which shall be supplied by the City.

### **SECTION 4. AUTHORIZED AGENT FOR THE CITY AND THE CONSULTANT**

A. The City hereby designates:

B. The Consultant hereby designates:

or their authorized representatives in case of absence, as Authorized Agents of the City and of the Consultant for receipt of all notices, demands, vouchers and other communications and all orders, permissions, and directions pursuant to this Agreement, which shall be sufficiently communicated, given and/or delivered if dispatched by registered or certified mail, postage prepaid, or delivered personally to the authorized agents designated herein. The parties reserve the right to designate other or additional agents upon written notice to the other party which shall be signed by the Authorized Agent of the requesting party.

### **SECTION 5. INDEMNIFICATION**

The Consultant hereby agrees to defend, indemnify and save harmless the City of Rochester against any and all liability, loss, damage, suit, charge, attorney's fees and expenses of whatever kind or nature which the City may directly or indirectly incur, or be required to pay by reason or in consequence of the intentionally wrongful or negligent act or omission of the Consultant, its agents, employees or contractors. If a claim or action is made or brought against the City and for which the Consultant may be responsible hereunder in whole or in part, then the Consultant shall be notified and shall handle or participate in the handling of the defense of such matter.

### **SECTION 6. WORKERS' COMPENSATION AND DISABILITY BENEFITS INSURANCE**

This Agreement shall be void and of no effect unless the Consultant shall secure compensation for the benefit of, and keep insured during the life of this Agreement, any and all employees as are required to be insured under the provisions of the Workers' Compensation Law of the State of New York or the state of the Consultant's residence, whichever may apply. The Consultant shall provide proof to the City, duly subscribed by an insurance carrier, that such Workers= Compensation and Disability Benefits coverage have been secured. In the alternative, Consultant shall provide proof of self-insurance or shall establish that Workers= Compensation and/or Disability Benefits coverage is not required by submitting the current and required New York State Workers' Compensation BoardS' form.

### **SECTION 7. EQUAL OPPORTUNITY**

A. General Policy

The City of Rochester, New York reaffirms its policy of Equal Opportunity and its commitment to require all contractors, lessors, vendors and suppliers doing business with the City to follow a policy of Equal Opportunity, in accordance with the requirements set forth herein. The City further does not discriminate on the basis of disability, in admission or access to, or treatment or employment in its programs and activities. The City is including these policy



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statements in all bid documents, contracts, and leases. Contractors, lessors, vendors and suppliers shall comply with all State and Federal Equal Opportunity laws and regulations and shall submit documentation regarding Equal Opportunity upon the City's request.

### **B. Definitions**

**GOOD FAITH EFFORT** - shall mean every reasonable attempt to comply with the provisions of this policy by making every reasonable effort to achieve a level of employment of minority groups and female workers that is consistent with their presence in the local work force.

**MINORITY GROUP PERSONS** - shall mean a person of Black, Spanish surname American, Asian American or American Indian ethnic or racial origin and identity.

### **C. Compliance**

The Consultant shall comply with all of the following provisions of this Equal Opportunity Requirement:

1. The Consultant shall not discriminate on the basis of age, race, creed, color, national origin, sex, sexual orientation, disability or marital status in the performance of services or programs pursuant to this agreement. The Consultant agrees to make a good faith effort to employ minority group persons and females and that in hiring employees and treating employees performing work under this Agreement or any subcontract hereunder, the Consultant, and its subcontractors, if any, shall not, by reason of age, race, creed, color, national origin, sex, sexual orientation, disability or marital status discriminate against any person who is qualified and available to perform the work to which the employment relates. The Consultant agrees to take affirmative action to ensure that applicants are employed and that employees are treated during their employment, without regard to their race, color, religion, sex, age or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotions or transfers, recruitment and recruitment advertising, layoffs, terminations, rates of pay and other forms of compensation, and selection for training, including apprenticeship. The Consultant agrees to post notices in conspicuous places available to employees and applicants for employment, and to include language in all solicitations or advertisements for employment placed by or on behalf of the Consultant, reflecting this nondiscrimination policy.

2. If the Consultant is found guilty of discrimination in employment on the grounds of age, race, creed, color, national origin, sex, sexual orientation, disability or marital status by any court or administrative agency that has jurisdiction pursuant to any State or Federal Equal Opportunity Laws or regulations, such determination will be deemed to be a breach of contract, and this Agreement will be terminated in whole or part without any penalty or damages to the City on account of such cancellation or termination, and the Consultant shall be disqualified from thereafter selling to, submitting bids to, or receiving awards of contract with the City of Rochester for goods, work, or services until such time as the Consultant can demonstrate its compliance with this policy and all applicable Federal and State Equal Opportunity laws and regulations.

3. The Consultant shall cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.



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### **SECTION 8. LIVING WAGE REQUIREMENTS**

#### **A. Applicability of Living Wage Requirements**

This section shall apply and the Consultant shall comply with the requirements of Section 8A-18 of the Municipal Code of the City of Rochester, known as the ARochester Living Wage Ordinance@, in the event that payments by the City to the Consultant under this Agreement shall exceed fifty thousand dollars (\$50,000) during a period of one year. If this Agreement is amended to increase the amount payable hereunder to more than fifty thousand dollars (\$50,000) during a period of one year, then any such amendment shall be subject to Section 8A-18.

#### **B. Compliance**

The Consultant shall pay no less than a Living Wage to any part-time or full-time Covered Employee, as that term is defined in Section 8A-18B, who directly expends his or her time on this Agreement, for the time said person actually spends on this Agreement. Living Wage, as set forth in this Agreement, shall be the hourly amount set forth in Section 8A-18(C)(2), and any adjustments thereto, which shall be made on July 1 of each year and shall be made available in the Office of the City Clerk and on the City=s website, at [www.cityofrochester.gov](http://www.cityofrochester.gov). Consultant shall also comply with all other provisions of Section 8A-18, including but not limited to all reporting, posting and notification requirements and shall be subject to any compliance, sanction and enforcement provisions set forth therein.

#### **C. Exemption**

This section shall not apply to any of Consultant=s employees who are compensated in accordance with the terms of a collective bargaining agreement.

### **SECTION 9. COMPLIANCE WITH MACBRIDE PRINCIPLES**

The Consultant agrees that it will observe Ordinance No. 88-19 of the City of Rochester, which condemns religious discrimination in Northern Ireland and requires persons contracting to provide goods and services to the City to comply with the MacBride Principles. A copy of the MacBride Principles is on file in the Office of the Director of Finance.

### **SECTION 10. COMPLIANCE WITH ALL LAWS**

The Consultant agrees that during the performance of the work required pursuant to this Agreement, the Consultant, and all employees working under the Consultant's direction shall strictly comply with all local, state, or federal laws, ordinances, rules or regulations controlling or limiting in any way the performance of the work required by this Agreement. Furthermore, each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein. If, through mistake or otherwise, any such provision is not inserted, or is not properly inserted, then upon the application of either party this Agreement shall be forthwith physically amended to make such insertion or correction.



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### **SECTION 11. AUDIT**

The Consultant agrees that the City shall, until the expiration of three (3) years after final payment, have access to and the right to examine any directly pertinent books, documents, papers and records of the Consultant and of any of the subcontractors engaged in the performance of and involving transactions related to this Agreement or any subcontracts.

### **SECTION 12. PROHIBITION AGAINST ASSIGNMENT**

The Consultant is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement or any of its contents, or of any right, title or interest therein, or of the power to execute this Agreement, to any other person or corporation without the previous consent, in writing, of the City.

### **SECTION 13. OBLIGATIONS LIMITED TO FUNDS AVAILABLE**

The parties specifically agree that the Consultant's duty to perform work under this agreement and the City's obligation to pay for that work, including any out-of-pocket and subcontracting expenses of the Consultant, shall be limited to the amount of money actually appropriated by the City Council and encumbered (i.e., certified as being available) for this Project by the City Director of Finance (or his authorized deputy). This provision shall limit the parties' obligation to perform even though this Agreement may provide for the payment of a fee greater than the appropriated and encumbered amount.

### **SECTION 14. EXTENT OF AGREEMENT**

This Agreement constitutes the entire and integrated Agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged or by the party's authorized agent.

### **SECTION 15. STATUS AS INDEPENDENT CONTRACTOR**

The Consultant, as an independent contractor, covenants and agrees to conduct the work under this Agreement consistent with such status. The Consultant shall neither pretend nor claim to be an officer or employee of the City by reason hereof, nor make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City, including but not limited to Workers' Compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

### **SECTION 16. LAW**

This Agreement shall be governed by and under the laws of the State of New York. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Monroe, New York.

### **SECTION 17. NO-WAIVER**

In the event that the terms and conditions of this Agreement are not strictly enforced by the City, such non-enforcement shall not act as or be deemed to act as a waiver or modification



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of this Agreement, nor shall such non-enforcement prevent the City from enforcing each and every term of this Agreement thereafter.

### SECTION 18. SEVERABILITY

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

### SECTION 19. TERMINATION FOR DEFAULT

The performance of work under this Agreement may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the Consultant shall default in the performance of this Agreement in accordance with its terms. Upon termination, the City may take over the work to be performed and complete the same by contract or otherwise, and the Consultant shall be liable to the City for any excess cost occasioned thereby. The total fee payable to the Consultant under this Agreement upon such termination shall be such proportionate part of the total fee as the value of the work satisfactorily completed and delivered to the City bears to the value of the work contemplated by this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first written above.

CITY OF ROCHESTER

BY: \_\_\_\_\_  
Thomas S. Richards, Mayor  
City of Rochester

CONSULTANT

BY: \_\_\_\_\_  
Name:  
Taxpayer Id. No.

STATE OF NEW YORK)  
COUNTY OF MONROE ) SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_, before me the subscriber, personally came \_\_\_\_\_ known, who being by me duly sworn, did depose and say that he resides in the City of Rochester; that he is the (Deputy) Mayor of the City of Rochester, the municipal corporation described in and which executed the above instrument; and that he signed his name to the foregoing instrument by virtue of the authority vested in him by the laws of the State of New York and the local laws and ordinances of the City of Rochester.

\_\_\_\_\_  
Notary Public



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STATE OF NEW YORK)  
COUNTY OF MONROE) ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

\_\_\_\_\_